government not by forcible means, but by the propagation of their theories comes within the spirit if not the letter of the act. And it is not an unconstitutional infringement of free speech, for while the Federal Constitution guarantees freedom of speech, it does not by this guaranty contemplate unrestrained, unlimited freedom of speech, and in the light of the principal case this holds good for two constitutional reasons: first, the Congress has full power over naturalization and may impose such conditions as it sees fit; second, all Government has an inherent right to protect itself, and prohibit any words which strike at its very foundation. *U. S.* v. *Williams,* 194 U. S. 279, by a very clear *dictum* the court intimated that just such persons could be excluded, as within the Immigration Act. So decided, *Lopez* v. *Howe,* 259 Fed. 401 (May, 1919), "the fact that he is only a philosophical anarchist and not an advocate of a resort to force and revolution makes him, in the eyes of Congress, none the less a dangerous presence. His theories, if put into practice, would end the Government of the United States." In the eyes of our government, then, the dissemination of ideas of philosophical anarchy is so inimical to our organized government as to be similar to treason. But aside from this, the court in *Lopez* v. *Howe,* 259 Fed. 401, states the true Constitutional theory, "while the student of social science may discriminate between philosophical anarchists and other kinds of anarchists, the act of Congress under consideration does not; and no such discrimination is necessary, for the constitutional power to exclude or deport does not depend upon whether the alien is or is not a criminal, or the advocate of lawless ideas."

CARRIERS—LIABILITY—LIMITATION UNDER CARMACK AMENDMENT.—Goods were shipped from Yokohama, Japan, to New York City, under a bill of lading agreeing that the goods are valued at not exceeding $100 per package. The consignee sues the inland carriers by whom the goods were transported from San Francisco to New York to recover the invoice value, $17,549.01. Defendant carriers admit liability of $5,600, i. e. $100 on each 56 cases. *Held,* liable for full invoice value. *Burke* v. *Union Pacific R. Co.,* (N. Y., 1919) 124 N. E. 119.

The goods were shipped March 10, 1915, and the Cummins Amendment did not become operative till June 2, and so the liability is fixed by the Carmack Amendment. See 15 MICH. L. REV. 314; 11 Id. 460. The ocean transportation not being within the Carmack amendment was under the bill of lading. But the inland transportation was under the so-called straight uniform bill of lading by force of classifications filed with the Interstate Commerce Commission. This provides that the amount of any loss shall be computed on the bona fide invoice price, unless a lower value has been represented in writing by the shipper, or has been agreed to or is determined by the classification or tariffs upon which the rate is based. The court found only one rate fixed under such a bill of lading, and hence no choice was offered to the shipper of a lower rate on a released liability. There was, therefore, no estoppel against him to claim the higher valuation. The facts

show, however, that the tariffs showed a charge ten per cent higher for assuming liability as imposed by the common law, than for that subject to all the terms of the uniform bill of lading.

It may be doubted whether the Federal Supreme Court will agree with the instant case, though a distinction may be made in such case as *C. N. O. & T. P. R. Co.* v. *Rankin,* 241 U. S. 319, on the ground that the bill of lading there expressly recited two alternate rates based on different values. It is notable that the instant case was decided in New York, which has been extreme in interpreting contracts in favor of the carrier. See 8 MICH. L. REV. 531, 9 Id. 233.

CARRIERS—PERSONAL ASSISTANCE TO ALIGHTING PASSENGER.—The plaintiff, a female passenger on the defendant's road, slipped and fell while descending the car steps with a satchel and was injured. She alleged that the fall was occasioned, first, by a failure of the defendant's employees to take her satchel and carry it down the steps for her, and to assist her down, and secondly, by reason of the fact that the step rubber was worn smooth. She did not request any assistance, although several employees were present and saw her start to descend. The case was submitted to the jury on both of the above issues of negligence, and a verdict was rendered for the plaintiff and judgment entered in the lower court. Defendant appealed. *Held,* that there was no duty on the part of the defendant's employees, under the circumstances, to assist the plaintiff in alighting, and that there was not sufficient evidence to sustain the issue of the defective condition of the rubber matting. Judgment reversed and entered in favor of the defendant. *Chicago etc. Ry Co.* v. *Wisdom* (Tex., 1919), 216 S. W. 241.

The carrier must provide for the safe carriage of the passenger "as far as human care and foresight will go." *Christie* v. *Griggs,* 2 Camp. 79; *Stokes* v. *Saltonstall,* 13 Pet. (U. S.) 181. The carrier is also bound to provide safe and convenient modes of access and egress from its vehicles, and will be liable for negligence in this respect. *W. & G. Ry. Co.* v. *Harmon,* 147 U. S. 571; *Traphagen* v. *Erie Ry. Co.,* 73 N. J. L. 759; *McGee* v. *The Mo. Pac. Ry. Co.,* 92 Mo. 208; *Besecker* v. *Delaware, L. & W. Ry. Co.,* 220 Pa. St. 507. The usual rule in relation to boarding or alighting passengers is, that in the absence of circumstances showing that a passenger requires assistance, there is no duty to assist. *Younglove* v. *Pullman Co.,* 207 Fed. 797; *Burge* v. *St. L. etc. Ry. Co.,* 193 Ill. App. 492; *Hawes* v. *Boston El. Ry. Co.,* 192 Mass. 324; *Selby* v. *Detroit Ry. Co.,* 122 Mich. 311; *Hanlon* v. *N. J. Central Ry. Co.,* 187 N. Y. 73. But see *Dawdy* v. *Hamilton etc. Ry. Co.,* 5 Ont. L. 92, *contra.* However where the carrier's employees render assistance, even where it is not necessary, it will be liable for any negligence in this rendition. *Younglove* v. *Pullman Co., supra; Ray* v. *Chicago etc. Ry. Co.,* 163 Ia. 430; *Hanlon* v. *N. J. etc. Ry. Co., supra; Werner* v. *Chicago etc. Ry. Co.,* 105 Wis. 300; 17 MICH. L. REV. 270. While the above rules are correct as general rules, they leave a large field open as to what circumstances will be sufficient to raise a duty to assist a passenger in boarding or alighting from a railway